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17 Attorneys for Plaintiff Jason Williams

18 **IN THE UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**  
20

21 JASON WILLIAMS,  
22 Plaintiff,  
23 v.

24 COUNTY OF LOS ANGELES; DOES 1  
to 10, Inclusive  
25 Defendants.  
26

Case No.: 2:23-cv-08425-CBM-MAA  
[Assigned for all purposes to: Hon. Consuelo  
B. Marshall/Magistrate Judge: Maria A.  
Audero]

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

27  
28 **TO THE HONORABLE COURT:**

By and through their counsel of record in this action, Plaintiff JASON WILLIAMS (hereinafter “Plaintiff”) and Defendants COUNTY OF LOS ANGELES (hereinafter “Defendants”), (collectively hereinafter “the Parties”) hereby stipulate for the purpose of jointly requesting that the Honorable Court the Stipulated Protective Order re confidential documents for the limited purpose of Defendants. The parties hereby stipulate in this matter as follows:

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal. 4

**2. GOOD CAUSE STATEMENT**

Defendants contend that there is good cause and a particularized need for a Protective Order to preserve the interests of confidentiality and privacy in peace officer personnel file records and associated investigative or confidential records for the following reasons.

First, Defendants contend that peace officers have a federal privilege of privacy in their personnel file records: a reasonable expectation of privacy therein that is underscored, specified, and arguably heightened by the *Pitchess* protective procedure of

California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based discovery disputes involving federal claims,” the “state privilege law which is consistent with its federal equivalent significantly assists in applying [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that uncontrolled disclosure of such personnel file information can threaten the safety of non-party witnesses, officers, and their families/associates.

Second, Defendants contend that municipalities and law enforcement agencies have federal deliberative-executive process privilege, federal official information privilege, federal law enforcement privilege, and federal attorney-client privilege (and/or attorney work product protection) interests in the personnel files of their peace officers – particularly as to those portions of peace officer personnel files that contain critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or communications for the purposes of obtaining or rendering legal advice or analysis – potentially including but not limited to evaluative/analytical portions of Internal Affairs type records or reports, evaluative/analytical portions of supervisory records or reports, and/or reports prepared at the direction of counsel, or for the purpose of obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further contend that such personnel file records are restricted from disclosure by the public entity’s custodian of

1 records pursuant to applicable California law and that uncontrolled release is likely to  
2 result in needless intrusion of officer privacy; impairment in the collection of third-party  
3 witness information and statements and related legitimate law enforcement  
4 investigations/interests; and a chilling of open and honest discussion regarding and/or  
5 investigation into alleged misconduct that can erode a public entity's ability to identify  
6 and/or implement any remedial measures that may be required.

7 Third, Defendants contend that, since peace officers do not have the same rights  
8 as other private citizens to avoid giving compelled statements, it is contrary to the  
9 fundamental principles of fairness to permit uncontrolled release of officers' compelled  
10 statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828-830  
11 (1985); *cf.* U.S. Const., amend V.

12 Accordingly, Defendants contend that, without a Protective Order preventing such,  
13 production of confidential records in the case can and will likely substantially impair and  
14 harm Defendant County of Los Angeles' public entity's interests in candid self-critical  
15 analysis, frank internal deliberations, obtaining candid information from witnesses,  
16 preserving the safety of witnesses, preserving the safety of peace officers and peace  
17 officers' families and associates, protecting the privacy officers of peace officers and  
18 preventing pending investigations from being detrimentally undermined by publication of  
19 private, sensitive, or confidential information – as can and often does result in litigation.

20 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
21 of disputes over confidentiality of discovery materials, to adequately protect information  
22 the parties are entitled to keep confidential, to ensure that the parties are permitted  
23 reasonable necessary uses of such material in preparation for and in the conduct of trial,  
24 to address their handling at the end of the litigation, and serve the ends of justice,  
25 Defendants contend that a protective order for such information is justified in this matter.

26 Plaintiff also believes there is good cause for a protective order with respect to  
27 categories of documents he may be asked to produce, including, but not limited to medical  
28 and psychological records, financial records, employment records, and private

1 communications between and amongst family members and the Plaintiff.

2 It is the intent of the parties that information will not be designated as confidential  
 3 for tactical reasons and that nothing be so designated without a good faith belief that it has  
 4 been maintained in a confidential, non-public manner, and there is good cause why it  
 5 should not be part of the public record of this case. Protected Material shall not include  
 6 (a) advertising materials published or intended to be published to the general public; (b)  
 7 materials that on their face show that they have been published to the general public; or,  
 8 (c) documents that have been submitted to any government entity without request for  
 9 confidential treatment, with the exception of personally identifiable information,  
 10 documents that are protected by the attorney-client privilege and/or work product doctrine.

### 11 **3. DEFINITIONS**

12 3.1. Action: This pending federal lawsuit Jason Williams v. County of Los  
 13 Angeles, 2:23-cv-08425-CBM-MAA, in the Central District of California  
 14 for the United States Courts.

15 3.2. Challenging Party: A Party or Nonparty that challenges the designation  
 16 of information or items under this Stipulated Protective Order.

17 3.3. "CONFIDENTIAL" Information or Items: Information (regardless of  
 18 how it is generated, stored or maintained) or tangible things that qualify  
 19 for protection under Federal Rule of Civil Procedure 26(c), and as  
 20 specified above in the Good Cause Statement.

21 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
 22 their support staff).

23 3.5. Designating Party: A Party or Nonparty that designates information or  
 24 items that it produces in disclosures or in responses to discovery as  
 25 "CONFIDENTIAL."

26 3.6. Disclosure or Discovery Material: All items or information, regardless  
 27 of the medium or manner in which it is generated, stored, or maintained  
 28 (including, among other things, testimony, transcripts, and tangible

things), that is produced or generated in disclosures or responses to discovery in this matter.

3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

3.8. In-House Counsel: Attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

3.9. Nonparty: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

3.10. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

3.15. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

1 **4. SCOPE**

2 The protections conferred by this Stipulated Protective Order cover not only  
3 Protected Material, but also (1) any information copied or extracted from Protected  
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and  
5 (3) any testimony, conversations, or presentations by Parties or their Counsel that might  
6 reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial  
8 judge. This Stipulated Protective Order does not govern the use of Protected Material at  
9 trial.

10 **5. DURATION**

11 Once a case proceeds to trial, all of the information that was designated as  
12 confidential or maintained pursuant to this Stipulated Protective Order becomes Public  
13 and presumptively will be available to all members of the public, including the press,  
14 unless compelling reasons supported by specific factual findings to proceed otherwise  
15 are made to the trial judge in advance of the trial. See *Kamakana v. City and County of*  
16 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing  
17 for sealing documents produced in discovery from “compelling reasons” standard when  
18 merits-related documents are part of court record). Accordingly, the terms of this  
19 Stipulated Protective Order do not extend beyond the commencement of the trial.

20 Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
22 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
23 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
24 with or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including  
26 the time limits for filing any motions or applications for extension of time pursuant to  
27 applicable law.

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1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Nonparty that designates information or items for  
4 protection under this Stipulated Protective Order must take care to limit any  
5 such designation to specific material that qualifies under the appropriate  
6 standards. The Designating Party must designate for protection only those  
7 parts of material, documents, items, or oral or written communications that  
8 qualify so that other portions of the material, documents, items, or  
9 communications for which protection is not warranted are not swept  
10 unjustifiably within the ambit of this Stipulated Protective Order.

11 Mass, indiscriminate, or routinized designations are prohibited.  
12 Designations that are shown to be clearly unjustified or that have been made  
13 for an improper purpose (e.g., to unnecessarily encumber the case  
14 development process or to impose unnecessary expenses and burdens on  
15 other parties) may expose the Designating Party to sanctions.

16 6.2. Manner and Timing of Designations.

17 Except as otherwise provided in this Stipulated Protective Order (see,  
18 e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or  
19 Discovery Material that qualifies for protection under this Stipulated  
20 Protective Order must be clearly so designated before the material is  
21 disclosed or produced.

22 Designation in conformity with this Stipulated Protective Order  
23 requires the following:

- 24 (a) For information in documentary form (e.g., paper or electronic  
25 documents, but excluding transcripts of depositions or other pretrial  
26 or trial proceedings), that the Producing Party affix at a minimum,  
27 the legend “CONFIDENTIAL” to each page that contains protected  
28 material. If only a portion or portions of the material on a page



1 qualifies for protection, the Producing Party also must clearly  
2 identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

4 A Party or Nonparty that makes original documents available  
5 for inspection need not designate them for protection until after the  
6 inspecting Party has indicated which documents it would like copied  
7 and produced. During the inspection and before the designation, all  
8 of the material made available for inspection shall be deemed  
9 “CONFIDENTIAL.” After the inspecting Party has identified the  
10 documents it wants copied and produced, the Producing Party must  
11 determine which documents, or portions thereof, qualify for  
12 protection under this Stipulated Protective Order. Then, before  
13 producing the specified documents, the Producing Party must affix  
14 the legend “CONFIDENTIAL” to each page that contains Protected  
15 Material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly  
17 identify the protected portion(s) (e.g., by making appropriate  
18 markings in the margins).

19 (b) For testimony given in depositions, that the Designating Party  
20 identify the Disclosure or Discovery Material on the record, before  
21 the close of the deposition, all protected testimony.

22 (c) For information produced in nondocumentary form, and for any  
23 other tangible items, that the Producing Party affix in a prominent  
24 place on the exterior of the container or containers in which the  
25 information is stored the legend “CONFIDENTIAL.” If only a  
26 portion or portions of the information warrants protection, the  
27 Producing Party, to the extent practicable, shall identify the  
28 protected portion(s).

1           6.3. Inadvertent Failure to Designate.

2                     If timely corrected, an inadvertent failure to designate qualified  
3                     information or items does not, standing alone, waive the Designating  
4                     Party's right to secure protection under this Stipulated Protective Order  
5                     for such material. Upon timely correction of a designation, the Receiving  
6                     Party must make reasonable efforts to assure that the material is treated in  
7                     accordance with the provisions of this Stipulated Protective Order.

8       7. **CHALLENGING CONFIDENTIALITY**

9           7.1. Timing of Challenges.

10                    Any Party or Nonparty may challenge a designation of  
11                    confidentiality at any time that is consistent with the Court's Scheduling  
12                    Order.

13           7.2. Meet and Confer.

14                    The Challenging Party shall initiate the dispute resolution process,  
15                    which shall comply with Local Rule 37.1 et seq., and with Section 4 of  
16                    Judge Audero's Procedures ("Mandatory Telephonic Conference for  
17                    Discovery Disputes")<sup>1</sup>.

18           7.3. Burden of Persuasion.

19                    The burden of persuasion in any such challenge proceeding shall be  
20                    on the Designating Party. Frivolous challenges, and those made for an  
21                    improper purpose (e.g., to harass or impose unnecessary expenses and  
22                    burdens on other parties) may expose the Challenging Party to sanctions.  
23                    Unless the Designating Party has waived or withdrawn the confidentiality  
24                    designation, all parties shall continue to afford the material in question the  
25                    level of protection to which it is entitled under the Producing Party's  
26                    designation <sup>1</sup>until the Court rules on the challenge.

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<sup>1</sup> Judge Audero's Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

2 8.1. Basic Principles.

3 A Receiving Party may use Protected Material that is disclosed or  
 4 produced by another Party or by a Nonparty in connection with this Action  
 5 only for prosecuting, defending, or attempting to settle this Action. Such  
 6 Protected Material may be disclosed only to the categories of persons and  
 7 under the conditions described in this Stipulated Protective Order. When  
 8 the Action reaches a final disposition, a Receiving Party must comply with  
 9 the provisions of Section 14 below.

10 Protected Material must be stored and maintained by a Receiving  
 11 Party at a location and in a secure manner that ensures that access is limited  
 12 to the persons authorized under this Stipulated Protective Order.

13 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

14 Unless otherwise ordered by the Court or permitted in writing by the  
 15 Designating Party, a Receiving Party may disclose any information or item  
 16 designated “CONFIDENTIAL” only to:

- 17 (a) The Receiving Party’s Outside Counsel of Record, as well as  
 18 employees of said Outside Counsel of Record to whom it is  
 19 reasonably necessary to disclose the information for this Action;
- 20 (b) The officers, directors, and employees (including In-House Counsel)  
 21 of the Receiving Party to whom disclosure is reasonably necessary  
 22 for this Action;
- 23 (c) Experts of the Receiving Party to whom disclosure is reasonably  
 24 necessary for this Action and who have signed the  
 25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 26 (d) The Court and its personnel;
- 27 (e) Court reporters and their staff;

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- 1 (f) Professional jury or trial consultants, mock jurors (g) The author or  
 2 recipient of a document containing the information or a custodian or  
 3 other person who otherwise possessed or knew the information;  
 4 (h) During their depositions, witnesses, and attorneys for witnesses, in  
 5 the Action to whom disclosure is reasonably necessary provided: (i)  
 6 the deposing party requests that the witness sign the  
 7 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and  
 8 (ii) the witness will not be permitted to keep any confidential  
 9 information unless they sign the “Acknowledgment and Agreement  
 10 to Be Bound,” unless otherwise agreed by the Designating Party or  
 11 ordered by the Court. Pages of transcribed deposition testimony or  
 12 exhibits to depositions that reveal Protected Material may be  
 13 separately bound by the court reporter and may not be disclosed to  
 14 anyone except as permitted under this Stipulated Protective Order;  
 15 and  
 16 (i) Any mediator or settlement officer, and their supporting personnel,  
 17 mutually agreed upon by any of the parties engaged in settlement  
 18 discussions.

19 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
 20 **IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation that  
 22 compels disclosure of any information or items designated in this Action as  
 23 “CONFIDENTIAL,” that Party must:

- 24 (a) Promptly notify in writing the Designating Party. Such notification shall  
 25 include a copy of the subpoena or court order;  
 26 (b) Promptly notify in writing the party who caused the subpoena or order to  
 27 issue in the other litigation that some or all of the material covered by the  
 28 subpoena or order is subject to this Stipulated Protective Order. Such

notification shall include a copy of this Stipulated Protective Order; and

- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

# **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

## **10.1. Application.**

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

## **10.2. Notification.**

In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall:

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- 1 (a) Promptly notify in writing the Requesting Party and the Nonparty  
 2 that some or all of the information requested is subject to a  
 3 confidentiality agreement with a Nonparty;  
 4 (b) Promptly provide the Nonparty with a copy of the Stipulated  
 5 Protective Order in this Action, the relevant discovery request(s),  
 6 and a reasonably specific description of the information requested;  
 7 and  
 8 (c) Make the information requested available for inspection by the  
 9 Nonparty, if requested.

10 10.3. Conditions of Production.

11 If the Nonparty fails to seek a protective order from this Court within  
 12 fourteen (14) days after receiving the notice and accompanying information, the  
 13 Receiving Party may produce the Nonparty's confidential information  
 14 responsive to the discovery request. If the Nonparty timely seeks a protective  
 15 order, the Receiving Party shall not produce any information in its possession or  
 16 control that is subject to the confidentiality agreement with the Nonparty before  
 17 a determination by the Court. Absent a court order to the contrary, the Nonparty  
 18 shall bear the burden and expense of seeking protection in this Court of its  
 19 Protected Material.

20 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 22 Protected Material to any person or in any circumstance not authorized under this  
 23 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing  
 24 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve  
 25 all unauthorized copies of the Protected Material, (3) inform the person or persons to  
 26 whom unauthorized disclosures were made of all the terms of this Stipulated Protective  
 27 Order, and (4) request such person or persons to execute the "Acknowledgment and  
 28 Agreement to be Bound" (Exhibit A).

1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
 4 inadvertently produced material is subject to a claim of privilege or other protection,  
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
 7 may be established in an e-discovery order that provides for production without prior  
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
 9 parties reach an agreement on the effect of disclosure of a communication or  
 10 information covered by the attorney-client privilege or work product protection, the  
 11 parties may incorporate their agreement in the Stipulated Protective Order submitted to  
 12 the Court.

13 **13. MISCELLANEOUS**

14 13.1. Right to Further Relief.

15 Nothing in this Stipulated Protective Order abridges the right of any  
 16 person to seek its modification by the Court in the future.

17 13.2. Right to Assert Other Objections.

18 By stipulating to the entry of this Stipulated Protective Order, no  
 19 Party waives any right it otherwise would have to object to disclosing or  
 20 producing any information or item on any ground not addressed in this  
 21 Stipulated Protective Order. Similarly, no Party waives any right to object  
 22 on any ground to use in evidence of any of the material covered by this  
 23 Stipulated Protective Order.

24 13.3. Filing Protected Material.

25 A Party that seeks to file under seal any Protected Material must  
 26 comply with Local Rule 79-5. Protected Material may only be filed under  
 27 seal pursuant to a court order authorizing the sealing of the specific  
 28 Protected Material at issue. If a Party's request to file Protected Material



under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

#### 14. **FINAL DISPOSITION**

After the final disposition of this Action, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 5.

#### 15. **VIOLATION**

Any violation of this Stipulated Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: 06/17/24

/s/ Peter L. Carr, IV  
Attorney(s) for Plaintiff(s)

1 Dated: 06/17/24

/s/ Ayang J. Inyang  
2 Attorney(s) for Defendant(s)

3  
4 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

5  
6 Dated: June 18, 2024

  
7 Maria A. Audero  
8 United States Magistrate Judge  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issued  
 by the United States District Court for the Central District of California on  
 \_\_\_\_\_ [date] in the case of *Jason Williams v. County of Los Angeles, Case*  
*No. 2:23-cv-08425-CBM-MAA*. I agree to comply with and to be bound by all the terms  
 of this Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of this  
 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with this  
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

City and State Where Sworn and Signed: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_